

PATENT ASSIGNMENT

Docket Number: 37163-703 family
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WHEREAS, the undersigned:

Houser, Russell A.
1787 Verdite St.
Livermore, CA 94550

(hereinafter "Inventor"), has invented certain new and useful improvements in:

ATHERECTOMY CATHETER AND RF CUTTING METHOD

☒ for which Application No. 08/376,226 was filed on January 23, 1995 in the United States Patent Office and for which a United States Patent issued on September 9, 1997, as U.S. Patent No. 5,665,062;
☒ for which Application No. 08/899,490 was filed on July 19, 1997 in the United States Patent Office and for which a United States Patent issued on March 2, 1999, as U.S. Patent No. 5,876,369;
☒ for which Application No. 09/256,020 was filed on February 23, 1999 in the United States Patent Office and for which a United States Patent issued on April 10, 2001, as U.S. Patent No. 6,214,024 B1;
☒ for which Application No. 09/804,009 was filed on March 12, 2001 in the United States Patent Office and for which a United States Patent issued on April 1, 2003, as U.S. Patent No. 6,540,761 B2;
☒ for which Application No. 10/404,720 was filed on April 1, 2003 in the United States Patent Office and for which a United States Patent issued on March 29, 2005, as U.S. Patent No. 6,872,204 B2;
☒ for which Application No. 10/906,164 was filed on February 4, 2005 in the United States Patent Office and for which a United States Patent issued on February 6, 2007, as U.S. Patent No. 7,172,520 B2;
☒ for which Application No. 11/671,723 was filed on February 6, 2007 in the United States Patent Office;
☒ for which Application No. 09/632,519 was filed on August 4, 2000 in the United States Patent Office and for which a United States Patent issued on August 30, 2005, as U.S. Patent No. 6,936,024 B2;
☒ for which Application No. 10/906,090 was filed on February 2, 2005 in the United States Patent Office;

(hereinafter "Application(s)").

WHEREAS, Cardiovascular Technologies, Inc., a corporation of the state of California, having a place of business at 1787 Verdite St., Livermore, California 94550, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said inventor (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
- Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.
- Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor hereby requests that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

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IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee as of the date written below:

Date:

8/10/08 *Ru.*

Russell A. Houser

RECEIVED AND AGREED TO BY ASSIGNEE:

Date:

8/10/08

By:

*Ru.*Name: Russell A. Houser
Title: President